



City of Sweetwater

EMERGENCY COMMISSION MEETING

AGENDA

MEETING DATE: WEDNESDAY, JULY 3, 2019 AT 7:55 PM COMMISSION CHAMBERS, 500 SW 109 AVE.

1. ROLL CALL.
2. PLEDGE OF ALLEGIANCE.
3. INVOCATION.
4. PUBLIC COMMENTS.
5. A RESOLUTION OF THE SWEETWATER CITY COMMISSION AUTHORIZING THE CITY THROUGH THE MAYOR'S OFFICE TO PROVIDE FINANCIAL ASSISTANCE TO ELDERLY RESIDENT DAGOBERTO CRUZ TO ATTEMPT TO RESOLVE EVICTION ACTION; AND PROVIDING FOR EFFECTIVE DATE. (MAYOR LOPEZ)
6. ADJOURNMENT.

THIS MEETING WAS CALLED AS AN EMERGENCY AT THE REQUEST OF MAYOR LOPEZ AT IT'S REGULAR COMMISSION MEETING ON JULY, 1, 2019 (COMMISSIONERS AGREED TO THE MEETING)

IF ANY PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING OR HEARING, SUCH PERSON WILL NEED A RECORD OF THE PROCEEDINGS, AND THAT, FOR SUCH PURPOSE, HE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

DECORUM

Sec. 2-55. - Manner of addressing commission; time limit.

Each person addressing the city commission shall step up in front of the rail, give his name and address in an audible tone of voice for the records, and unless further time is granted by the city commission, shall limit his address to three minutes. All remarks shall be addressed to the city commission as a body and not to any member thereof. No person, other than the members of the city commission and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the city commission, without the permission of the presiding officer. No question shall be asked a commission member except through the presiding officer.

Sec. 2-57. - Decorum generally.

(a) By commission members. While the city commission is in session, the members must preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or interrupt the proceedings or the peace of the city commission nor disturb any member while speaking or refuse to obey the orders of the city commission or its presiding officer, except as otherwise provided in this division.

(a) By other persons. Any person making personal, impertinent or slanderous remarks or who shall become boisterous while addressing the city commission shall be forthwith barred by the presiding officer from further audience before the city commission, unless permission to continue is granted by a majority vote of the city commission.

RESOLUTION NO.: _____

**A RESOLUTION OF THE SWEETWATER CITY COMMISSION
AUTHORIZING THE CITY THROUGH THE MAYOR'S OFFICE
TO PROVIDE FINANCIAL ASSISTANCE TO ELDERLY
RESIDENT DAGOBERTO CRUZ TO ATTEMPT TO RESOLVE
EVICTION ACTION; AND PROVIDING FOR EFFECTIVE
DATE.**

WHEREAS, the City believes that the interest of government is well served by assisting the elderly; and,

WHEREAS, Dagoberto Cruz has been a long time resident of the City of Sweetwater; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COMMISSION OF THE CITY OF SWEETWATER, FLORIDA:

Section 1. The attached exhibits are incorporated herein.

Section 2. Based on staff recommendations, the City through the _____ is authorized to spend \$ _____ to assist Dagoberto Cruz in an effort to resolve the eviction matter.

Section 3. This resolution shall become effective upon its adoption by the City Commission and approval of the Mayor or if, vetoed, upon its reenactment by the City Commission as provided by the Charter of the City of Sweetwater.

PASSED and ADOPTED this _____ day of _____, 2019.

ORLANDO LOPEZ, Mayor

Commission President

ATTEST:

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

CARMEN GARCIA, CITY CLERK

RAY GARCIA, CITY ATTORNEY

VOTE UPON ADOPTION:

JONIEL DIAZ COMMISSION PRESIDENT

MARCOS VILLANUEVA, COMMISSION VICE PRESIDENT

CECILIA HOLTZ-ALONSO, COMMISSIONER

DAVID BORRERO, COMMISSIONER

SAUL DIAZ, COMMISSIONER

ISIDRO RUIZ, COMMISSIONER

SOPHIA LACAYO, COMMISSIONER

From: City Attorney <cityattorney@cityofsweetwater.fl.gov>
Sent: Tuesday, July 2, 2019 4:14 PM
To: Nejla Calvo; Carmen Garcia
Cc: Mayor Orlando Lopez; Ralph Ventura
Subject: Re: Dagoberto Cruz

Ms. Calvo:

Thank I will add a copy of the settlement agreement to the Agenda, so that the Mayor and Commissioners will know the exact amount owed under the terms of the settlement agreement. I will keep you posted as to what the commission determines.

Ray Garcia, Esq.
City Attorney
City of Sweetwater
500 S.W. 109TH Avenue
Sweetwater, FL 33174
Office: 305-227-4030
Fax: 305-223-9811
cityattorney@cityofsweetwater.fl.gov

On Tue, Jul 2, 2019 at 4:01 PM Nejla Calvo <ncalvo@legalservicesmiami.org> wrote:

Dear City Attorney:

Attached please find the stipulation for settlement for Mr. Dagoberto Cruz. His monthly lot rent is \$630.00 per month which he must pay on time starting in June, in addition to a payment plan of \$800 per month until the back rent/fees are paid (\$4,663.08 total).

Thank you,

Nejla Calvo, Esq.
Mobile Home Park Advocacy Project
Legal Services of Greater Miami, Inc.
4343 West Flagler Street, Suite 100
Miami, FL 33134
Phone & Fax: 305-438-2407
Email: ncalvo@legalservicesmiami.org
Facebook: Mobile Home Park Advocacy Project
www.legalservicesmiami.org

LEGAL SERVICES
OF GREATER MIAMI, INC.

IN THE COUNTY COURT OF THE ELEVENTH JUDICIAL CIRCUIT
IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CONSOLIDATED REAL ESTATE
INVESTMENTS, a Florida general partnership
d/b/a Li'l Abner Mobile Home Park

Plaintiff

v.

DAGOBERTO CRUZ, JOSE F. CRUZ VILCHEZ,
and all other is in possession of premises located
at 11117 NW 3 Terrace, Sweetwater, Fl. 33172
Defendants

CIVIL DIVISION

CASE NO.19-9902 CC05
Section 06

STIPULATION OF
SETTLEMENT

It is hereby stipulated by and between Plaintiff CONSOLIDATED REAL ESTATE INVESTMENTS, and Defendants, DAGOBERTO CRUZ and JOSE F. CRUZ VILCHES, as follows:

1. Defendants acknowledge that they have been served with process and that this Court has personal jurisdiction over them.
2. Dagoberto Cruz and Jose F. Vilches Cruz are the homeowners and occupants of the mobile home.
3. Defendants waive any and all defenses to this action.
4. Defendants further acknowledges that they owe Plaintiff rent through June, 2019, in the sum of \$3,400.00, plus attorney's fees of \$850.00, court costs of \$413.08, for a total to date of \$4,663.08. Defendants shall pay said total sum as follows:

(a) \$800 on or before August 10, 2019;

(b) \$800 on or before September 10, 2019;

- (c) \$800 on or before October 10, 2019;
- (d) \$800 on or before November 10, 2019;
- (e) \$800 on or before December 10, 2019; and,
- (f) \$663.08 on or before January 10, 2020.

5. In addition to the foregoing payments, Defendants shall pay all future rental payments, commencing July 2019, on or before the 10th day of each month, to be paid directly to Plaintiff's attorney's office. Said payments shall be paid on or before the due date, by cash, cashier's check, or wire transfer payable to Manuel Diner, P.A. at 2800 Weston Road, Suite 204, Weston, Florida, 33331. **NO OTHER FORM OF PAYMENT SHALL BE ACCEPTED.**

6. Within 10 days of the execution of this Stipulation for Settlement, Defendants shall register Dagoberto Cruz's caretaker Veronica Reyes with the park management office.

7. Provided Defendants timely and completely comply with the provisions of this Stipulation, Plaintiff shall file a voluntary dismissal of this action.

8. If Defendants fail to timely pay the above sums, then upon filing an affidavit of non-compliance, Plaintiff shall be entitled to the entry of a final judgment for removal of tenant and for the remaining balance due, without further notice or hearing.

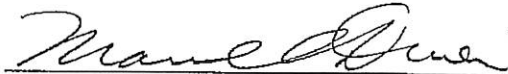
9. Each party has read and understood the terms of this Stipulation.. The parties further agree that for the purposes of this Stipulation, facsimile signatures shall serve as original signatures.

10. This agreement represents the entire agreement between the parties and may not be amended unless the amendment is in writing and signed by all parties.

Dated this 27TH day of June, 2019.

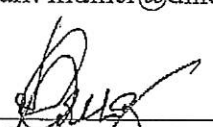
[SIGNATURES ON FOLLOWING PAGE]




CONSOLIDATED REAL ESTATE INVESTMENTS, Plaintiff

Manuel Diner, Esq. (FBN: 146537)

Manuel Diner, P.A.
Attorney for Plaintiff
2800 Weston Road, Suite 204
Weston, Fl. 33331
Phone: (305) 825-8151
Email: mdiner@dinerlaw.com



DAGOBERTO CRUZ, Defendant

Nejla Calvo, Esq. (FBN: 118118)

Legal Services of Greater Miami, Inc.
Attorney for Defendant Dagoberto Cruz
4343 West Flagler Street
Miami FL 33134
Phone: (305) 438-2407
Email: ncalvo@legalservicesmiami.org



JOSE F. CRUZ VICHES, Defendant

IN THE COUNTY COURT IN AND
FOR MIAMI-DADE COUNTY,
FLORIDA

CONSOLIDATED REAL ESTATE
INVESTMENTS, a Florida partnership,
d/b/a Li'l Abner Mobile Home Park

GENERAL JURISDICTION
CASE NO.

Plaintiff,

vs.

**COMPLAINT FOR REMOVAL OF
TENANT AND DAMAGES**

DAGOBERTO CRUZ, JOSE F. CRUZ VICHES
AND ALL OTHERS IN POSSESSION OF 11117
NW 3RD TERRACE, SWEETWATER, FL 33172

Defendants.

Plaintiff, CONSOLIDATED REAL ESTATE INVESTMENTS, a Florida partnership,
d/b/a Li'l Abner Mobile Home Park, sues Defendants, DAGOBERTO CRUZ, JOSE F. CRUZ VICHES
AND ALL OTHERS IN POSSESSION OF 11117 NW 3RD TERRACE, SWEETWATER, FL 33172
and alleges:

COUNT I- REMOVAL OF TENANT

1. This is an action to remove Tenants from premises located at 11117 NW 3rd Terrace,
Sweetwater, FL 33172 (hereinafter Premises) owned by Plaintiff.
2. Defendant has possession of the premises under a Lease Agreement, a copy of which is
attached hereto as Exhibit A.
4. Plaintiff delivered to Defendant a Notice of Violation on April 1, 2019 a copy of which is
attached hereto as Exhibit B
6. Defendant has failed to cure the violations set forth in Exhibit B and, as a result, Plaintiff has
elected to terminate the lease
7. Defendant continues in possession of the Premises

8. Plaintiff has retained the law firm of Manuel Diner, P.A. to represent it in this action and is obligated to pay a reasonable attorney's fee for such services.

WHEREFORE, Plaintiff demands judgment against Defendants for possession of the Premises plus attorney's fee and court costs.

COUNT II- BREACH OF CONTRACT

9. Plaintiff re alleges all prior allegations as if fully set forth herein

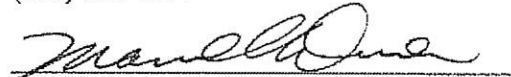
10. This is an action for damages within the jurisdiction of this Court.

8. Plaintiff has elected to terminate the Lease as a result of Defendants' breach thereof.

9. Defendants owe Plaintiff \$2,040.00 for unpaid rent through April 15, 2019 plus \$630.00 rent and any late fee if applicable, for every month thereafter that he remains in possession of the Premises.

WHEREFORE, Plaintiff demands judgment for damages, plus attorney's fee and court cost.

MANUEL DINER, P.A.
Attorney for Plaintiff
2800 Weston Road, Suite 204
Weston, Florida 33326
(305) 825-8151



Manuel Diner, Esq.
Fl. Bar No. 146537

EXHIBIT A

CONSOLIDATED REAL ESTATE INVESTMENTS
d/b/a LI'L ABNER MOBILE HOME PARK
11239 NW 4th Terrace
Miami, FL 33172
Office (305) 221-7174
Fax (305) 221-9742

DATE: 09-13-2018

LOT NUMBER: 31-117
TENANT: Dagoberto Cruz
CO-TENANT: Jose F Cruz Vilches
LOT ADDRESS: 11117 NW 3rd Terr, Sweetwater, FL, 33172

NAME OF MOBILE HOME PARK: LI'L ABNER MOBILE HOME PARK

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.
2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.
3. ORAL REPRESENTATION SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.
4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

INDEX OF THE CONTENTS AND EXHIBITS

NAME AND ADDRESS OF PARK	PAGE 2
NAME AND ADDRESS OF PERSON AUTHORIZED TO RECEIVE NOTICES.....	PAGE 2
DESCRIPTION OF MOBILE HOME PARK PROPERTY.....	PAGE 2
DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES.....	PAGE 2, 3
ARRANGEMENTS FOR MANAGEMENT OF PARK.....	PAGE 3
DESCRIPTION OF ALL IMPROVEMENTS.....	PAGE 4
UTILITY AND OTHER SERVICES.....	PAGE 4
RENTS AND OTHER CHARGES.....	PAGE 4, 5
PARK RULES AND REGULATIONS.....	PAGE 5
ZONING.....	PAGE 5

PROSPECTUS TEXT

- 1) What is the name and address or location of the mobile home park?
Name: Li'l Abner Home Park
Address or location: 11239 NW 4th Terrace
City, State, & Zip: Sweetwater, Florida 33172
- 2) What is the name and address of the person authorized to receive notices and demands on the park on owner's behalf?
Name: Nidia M. Rodriguez, Manager
Address: 11239 NW 4th terrace
City, State & zip: Sweetwater, Florida 33172
- 3) What is the number of lots in the park? 908 LOTS
- 4) Are all lots approximately the same size? Yes X No ____
If yes, what is the approximate size? 45 feet x 75 feet
If no, the following are the approximate sizes.
- 5) What are the setback requirements required by law? 12 ½ feet from street
- 6) What are the minimum separation distances between the mobile homes as required by law and MIAMI DADE FIRE AND RESCUE DEPARTMENT.
SIDE: TEN (10) FEET BETWEEN MOBILE HOMES ANY ACCESSORY BUILDINGS OR STRUCTURE INCLUDING CARPORT SHALL BE PERMITTED TO BE LOCATED IMMEDIATELY ADJACENT TO A SITE LINE WHEN CONSTRUCTED ENTIRELY OF MATERIALS THAT DO NOT SUPPORT COMBUSTION SUCH AS ALUMINUM AND PROVIDED THAT SUCH BUILDINGS OR STRUCTURES ARE NOT LESS THAN 0.9M(3 FEET) FROM ACCESSORY BUILDING OR STRUCTURE ON AN ADJACENT SITE. AN ACCESSORY BUILDING OR STRUCTURE CONSTRUCTED OF COMBUSTIBLE MATERIALS SHALL BE LOCATED NO CLOSER THAN 1.5 M (5 FEET) FROM THE SITE LINE OF AN ADJOINING SITE LINE.
REAR: TWENTY (20) FEET BETWEEN HOMES

DESCRIPTION OF RECREATIONAL AND OTHER COMMON FACILITIES

- 7) Are there any recreational or common facilities available for use by the mobile home owners?
Yes X No ____
If yes, questions 8 through 15 apply.
If no, please see the next section on Arrangements for management of the park.
- 8) Are there any buildings which are available for the use by the mobile home owners? Yes X No ____
If yes, please provide the following information for each building.
If no, please go to item 9.

i) TYPE OF BUILDING CLUBHOUSE

Intended purpose TENANT MEETINGS AND RECREATIONAL FUNCTIONS Location 11239 NW 4th Terrace, Sweetwater, Florida 33172 Approximate floor area 42 feet X 35 feet, Capacity in numbers of people 200

- ii) TYPE OF BUILDING: N/A
Intended purpose
Location
Approximate floor area
Capacity in numbers of people

PAGE 3

- 9) Does the park contain a swimming pool? Yes ☒ No ☐
If yes, please provide the following information:

- a) General location : NEXT TO PARK OFFICE NW 4TH TERRACE
- b) Approximate size: 62 FEET X 63 FEET
- c) Approximate depth: 9 FEET AT DEEP END AND 3 FEET AT SHALLOW END
- d) Approximate deck size: 260 FEET X 108 FEET
- e) Approximate capacity: 136,000 GALLONS
- f) Is the pool heated? Yes ☐ No ☒

If the park contains more than one swimming pool, please add the above required information for that pool.

- 10) Are there any other facilities or permanent improvements which will serve the mobile home owners?
Yes ☒ No ☐
If yes, list and describe each one.

PARK AREA, WALKING PATHS, CHILDREN PLAYGROUND, GAZEBOS, POOL AREA AND 3 BASKETBALL COURTS, ALL ADJACENT TO PARK AREA.

- 11) Are there any items of personal property which will be available for the use by the mobile home owner?
Yes ☐ No ☒
If yes, please provide a general description of each item.

- 12) Please provide a general description of the day and hours that the facilities will be available for use.

- a) SWIMMING POOL- OPENS 6 DAYS; TUESDAY THROUGH SUNDAY 10 A.M. TO 6 P.M.,
CLOSED MONDAY FOR MAINTENANCE AND CLEANING.
- b) PARK AREA, WALKING PATHS, BASKETBALL COURTS, ALL OPEN 7 DAYS A WEEK, 8 A.M. TO 11 P.M.

- 13) Are all improvements complete? Yes ☒ No ☐
If no, what is the estimated completion date? _____

- 14) What is the maximum number of lots that will be used the recreational and other common facilities? 908
LOTS

- 15) Will the number given in question # 14 vary? Yes ☐ No ☒
If yes, please provide an explanation.

ARRANGEMENTS FOR MANAGEMENT OF THE PARK

- 16) What are the arrangements for management of the park?
The park is managed by a full time staff which includes a Park Manager, office personnel, pool and general maintenance personnel. Telephone numbers posted on office door as being on 24 emergency calls.

- 17) What are the arrangements for maintenance and operation of the park property?
Regular maintenance and daily operation of the park is under the supervision of the Park Manager and generally handled by the park's full time staff referred to in No. 16 above.

18) What is the nature of the services provided by the park owner?

Garbage collection, "Common Area" grass cutting and tree pruning, street lights, maintenance of pool and recreation areas, storm drainage cleaning and maintenance and upholding of rules and regulations. No additional rental or user fee is charged by the Park Owner for such services.

PAGE 4

IMPROVEMENTS REQUIRED OF HOME OWNERS

19) Does the park owner require any improvements, whether temporary or permanent, to be installed as a condition of their occupancy? Yes ☒ No ☐

If yes, list and describe each improvement.

- a) Hitch removal
- b) Skirting
- c) Steps
- d) Tie-down
- e) Mailboxes are installed in accordance with requirements of U.S. Postal Service.
- f) Street number of lot is to be affixed to the mobile home

Section 72.3 011 (3), Florida statutes, prohibits the park owner from requiring tenants who reside in the park on June 4, 1984, from installing any permanent improvements. Rule 7D-31.001, Florida Administrative Code, states that this also applies to any assumption of those tenancies.

UTILITIES AND OTHER SERVICES

20) Please provide the following information regarding utility and other services.

TYPE OF SERVICE	MANNER PROVIDE	PERSON OF ENTITY
Sewage	City Sewage by Franchise	Miami- Dade Water & Sewer
Waste Disposal	Pick- Up 2 times a week	Waste Pro
Water Supply	City Water by Franchise	Miami Dade Water & Sewer
Electricity	Street Lights at Night	Florida Power & Light
**Storm Drainage	Routine Cleaning of Drainage	Li'l Abner Mobile Home Park

** INCLUDED in lot rental amount.

RENTS AND OTHER CHARGES

Section 723.037, Florida statutes, requires the park owner to deliver written notice to each mobile home owner at least 90 days prior to any lot rental increase.

21) An increase in one or more of the following factors may result in an increase in the mobile home owner's rent or other charges.

AN INCREASE TO PARK OWNERS, AS FOLLOWS:

Garbage pick-up, common grass cutting, street lights, security, taxes, licenses, mortgage cost, pool expenses, water & sewer, park maintenance (including deferred maintenance) and supplies and repairs, capital improvements (to the extent permitted by law), accounting, legal, labor and related labor expenses, and other miscellaneous normal operating costs.

22) **Governmental and Utility Charges.** The only utility charges for which the mobile home owners are responsible: water, sewer, electricity, telephone.

Each mobile home lot is provided with an individual meter for; water and sewer consumption from Miami Dade

Water and Sewer Authority, an electrical meter from FPL and an underground main cable line for television and internet service from Comcast. The mobile home owner is directly responsible for any charges incurred and is billed directly by the Utility Company (Miami-Dade Water & Sewer Authority, Florida Power and Light and /or Florida Power and Light).

PAGE 5

23) The following is a list of all charges, including rent, use fees, fees, assessments, and any other financial obligations, of the home owner to the park owner relating to the tenancy. The current dollar amount must be written in prior to delivery to the home owner. Also, see the "SCHEDULE OF SERVICES" list.

TYPE	CURRENT DOLLAR AMOUNT
RENT	\$630.00 inside lots \$650.00 corner lots
Special Use Fees	
Late Charges	\$50.00
Bad Check Charge	\$50.00
Security Deposit	Amount equivalent to one month lot rent
Transfer Fee	\$50.00

In addition a mobile home owner may be subject to the following charges, expenses, assessments or fines for failure to comply with specific provisions of the Rental Agreement or the Rules and Regulations attached hereto. Also see "SCHEDULE OF SERVICES" list.

- Towing charges for illegally parked vehicles and parking decals
- Fine for violation of prohibition against
- Expense of improvements and permits required of mobile home owner
- Charge for lawn mowing and shrubbery trimming of lot by Park Owner, if mobile home owner fails to do same

RULES AND REGULATIONS

24) The current park rules are attached as an exhibit to the prospectus and are incorporated by reference as a part of this disclosure document. The Park owner must give a 90-day written notice to each mobile home owner when a rule is changed.

25) What is the manner which rules and regulations will be set, changed, or promulgated?

AT THE TIME A NEW MOBILE HOME OWNER IS INTERVIEWED, ALL RULES AND REGULATIONS ARE EXPLAINED AND THE MOBILE HOME OWNER EXECUTES A COPY OF SAID RULES AND REGULATIONS, ACKNOWLEDGING THAT SAID RULES AND REGULATIONS HAVE BEEN EXPLAINED TO HIM/HER AND AGREEING TO COMPLY WITH SAME.

MANAGEMENT WELCOMES ALL SUGGESTIONS FOR RULE CHANGES AND TOGETHER WITH CONCERNED MOBILE HOME OWNERS REVISES AND UP DATES THE REGULATIONS. MANAGEMENT GIVES 90 DAYS NOTICE, AS REQUIRED LEGALLY FOR ANY RULE CHANGES.

ZONING

26) What is the existing zoning classification of the property? Zoning is for mobile home parks

27) What are the permitted uses under this classification? Mobile home park use

28) What is the name of the zoning authority which has jurisdiction over this mobile home park? The City of

Sweetwater

29) Does the park owner have any definite future plans for changes in the use of the park property?

Yes _____ No X

If yes, please provide a detailed description of future plans.

This Prospectus was determined adequate to meet the requirements of Chapter 723, Florida Statutes on July 1, 2011.

PROSPECTUS IDENTIFICATION NUMBER PRMZ000755-P20285.

THE FORMAT OF THIS PROSPECTUS WAS PREPARED BY THE DIVISION PURSUANT TO SECTION 723.011 (1), FLORIDA STATUTES, THE INFORMATION RELATING TO THE PARK AND THE TENANCY WAS COMPLETED BY THE PARK OWNER. THE DIVISION HAS NOT VERIFIED THE INFORMATION AND EXPRESSES NO OPINION AS TO THE MERITS OF THE OFFERING.

The undersigned mobile home owner acknowledges that the Park Owner has explained these rules and regulations, and the prospectus to which they are attached, to the undersigned and acknowledge that he/she understands the said Rules and Regulations of Li'l Abner Mobile Home Park, and agree to abide by them and any additions, alterations and modifications thereof, as well as all federal, state and local laws.

IN WITNESS WHEREOF, The parties hereto have hereunto executed this instrument for the purpose herein expressed by:

CONSOLIDATED REAL ESTATE INVESTMENTS, A Florida General Partnership
d/b/a Li'l Abner Mobile Home Park

Signature: _____ Date: 09-13-2018
Authorized Agent: Mayra Pla Marrero

This Prospectus applies to Lot 31-117.

Mobile Home Address: 11117 NW 3rd Terr, Sweetwater, Florida 33172
Move in date: 05-12-2006

TENANT(s)/Co-Tenant(s)

Signature: _____ Date: 09-13-2018
Tenant Name: Dagoberto Cruz

Signature(s)/Co-Tenant(s): _____ Date: 09-13-2018
Co-Tenant(s) Name: Jose F Cruz Vilches

EXHIBIT B

CONSOLIDATED REAL ESTATE INVESTMENTS

Li'l Abner Mobile Home Park

11239 NW 4th Terrace

Sweetwater, FL 33172

Tel: (305) 221-7174 Fax: (305) 221-9742

SENT VIA CERTIFIED MAIL: 7017 1070 0000 4728 9319

DATE: 04-01-2019

LOT NUMBER: 31-117

TENANT: Dagoberto Cruz

CO-TENANT: Jose F Cruz Vilches or All others in possession

LOT ADDRESS: 11117 NW 3rd Terr, Sweetwater, FL, 33172

Dear Dagoberto Cruz:

Our records indicate that monthly rent is presently in arrears in the amount of \$1,990.00 through 04-01-2019 including late fees. Your rental agreement is month to month at \$630.00 per month, due on the first day of each month.

You are hereby notified that you are indebted to CONSOLIDATED REAL ESTATE INVESTMENTS D/B/A LI'L ABNER MOBILE HOME PARK in the sum of \$1,990.00 the rent and use of the premises at 11117 NW 3rd Terr, Sweetwater, FL 33172, now occupied by you and that we demand payment of the rent in full or possession of the premises within FIVE (5) days 04-01-2019 (excluding Saturday, Sundays and holidays) from the date of delivery of this notice, to-wit: on or before the 04-08-2019.

Unless we receive payment in full or you make satisfactory arrangements for payment immediately, we will forward this file to the collections department without further notice to recover this amount. If such action is necessary, you may be found liable for not only the rent in arrears, but also late charges, court costs, and attorneys' fees. If applicable, we will also notify your lien holder of your delinquency.

We sincerely hope legal action will not be necessary and that you will give this matter your immediate attention. However, should you ignore this letter, we will take further action.
PLEASE GOVERN YOURSELF ACCORDINGLY.

CONSOLIDATED REAL ESTATE INVESTMENTS

D/B/A Li'l Abner Mobile Home Park

11239 NW 4th Terrace

Sweetwater, FL 33172

At the request and on behalf of Consolidated Real Estate Investments D/B/A Li'l Abner Mobile Home Park, I _____ hereby certify that a true copy of the foregoing notice was posted on this _____ day of _____, 2018, at _____ am/pm upon the premises occupied by the above named tenant (s) _____, and located at 11117 NW 3rd Terr Sweetwater, FL 33172 and that said notice was sent via certified mail, return receipt requested, and post-marked this _____ day of _____, 2018. By _____

CC: MANUEL DINER P.A.

Manuel Dinero
No hay Andie

IN THE COUNTY COURT IN AND FOR
DADE COUNTY, FLORIDA

DIVISION
☒ CIVIL
☐ OTHER

NOTICE OF HEARING
RENT DETERMINATION HEARING

CASE NUMBER
2019-009902-CC-05 06

PLAINTIFF(S)
CONSOLIDATED REAL ESTATE
INVESTMENTS; LI'L ABNER MOBILE
HOME PARK

vs. DEFENDANT(S)
DAGOBERTO CRUZ; JOSE F CRUZ
VICHES

CLOCK IN

THIS CASE HAS BEEN SET FOR RENT DETERMINATION HEARING

Date: 07/17/2019

Time: 11:00 AM

Judge: HON. GINA BEOVIDES

Room: DCC-County Chambers 418 Phone: (305)349-7148

Location: DADE COUNTY COURTHOUSE

73 West Flagler Street

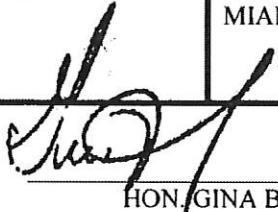
Miami, FL 33130

FILED FOR RECORD
2019 MAY 29 PM 3:39

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2800 WESTON ROAD, SUITE 204
WESTON, FL 33326

NEJLA CALVO, ESQ
4343 W. FLAGLER STREET, SUITE 100
MIAMI, FL 33134

CREOLE ___ SPANISH ___ INTERPRETER
NEEDED


HON. GINA BEOVIDES
COUNTY COURT JUDGE

SIGNED AND DATED
DATE

MAY 24 2019

JUDGE GINA BEOVIDES

AMERICANS WITH DISABILITIES ACT OF 1990

"If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Alican Simpkins, the Eleventh Judicial Circuit Court's ADA Coordinator, Lawson E. Thomas Courthouse Center, 175 NW 1st Ave., Suite 2400, Miami, FL 33128, Telephone (305) 349-7175; TDD (305) 349-7174, Fax (305) 349-7355, Email: ADA@jud11.flcourts.org at least seven (7) days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than seven (7) days; if you are hearing or voice impaired, call 711."

Clerk's web address:

www.miami-dadeclerk.com

SEE REVERSE SIDE FOR IMPORTANT INSTRUCTIONS

IMPORTANT INSTRUCTIONS

1. The following instructions are designed primarily for lay persons that are unfamiliar with legal procedures.
2. You must advise the Clerk in writing of any your mailing address.
3. A copy of any instrument that you file with the Clerk or the Judge must be sent by you to each attorney appearing in the case or to all parties not represented by an attorney. You must set forth the date and to whom you sent the copy, which should be followed by your signature.
4. If at any time prior to trial a settlement is reached between the parties, the Clerk's Office should be notified in writing by the Plaintiff.
5. If you have any questions regarding procedures, the Clerk's Office will assist you. **Please consult your attorney for legal advice.**
6. If you are a defendant and fail to appear for a hearing or trial on the scheduled date, in person or by attorney, a judgment by default may be entered against you.
7. If you are a plaintiff and fail to appear for a hearing or trial on the scheduled date, in person or by attorney, this cause may be dismissed for want of prosecution.
8. If you desire a continuance, a written motion should be filed at least five working days prior to the date of the scheduled hearing or trial.
9. If you have witnesses, books, receipts, or other documents bearing on this case, you should bring them with you to trial.
10. If you wish to have witnesses summoned, contact the Clerk at once for assistance.

Clerk's web address: www.miami-dadeclerk.com

IN THE COUNTY COURT, IN AND FOR MIAMI-DADE COUNTY, FLORIDA

CASE NO.: 2019-9902 CC 05 (06)
CIVIL DIVISION

CONSOLIDATED REAL ESTATE
INVESTMENTS, d/b/a LI'L ABNER
MOBILE HOME PARK,

Plaintiff,

vs.

DAGOBERTO CRUZ,

Defendant.

AMENDED NOTICE OF APPEARANCE

Please be advised that Nejla Calvo, Esq. of Legal Services of Greater Miami, Inc., hereby appears as counsel for Defendant, Dagoberto Cruz. All future motions, notices, orders, correspondence and documents filed in the above-caption action should be sent to the undersigned counsel at the address indicated below.

Respectfully submitted,

LEGAL SERVICES OF GREATER MIAMI, INC.

Attorneys for Defendant

4343 West Flagler Street., Suite 100

Miami, Florida 33134

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/s/ Nejla Calvo

Nejla Calvo, Esquire

Florida Bar No.: 118118

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Appearance was sent this 6th day of May, 2019 via e-service to Manuel Diner. PA.

/s/ Nejla Calvo
Nejla Calvo, Esquire

ELEVENTH JUDICIAL CIRCUIT OF FLORIDA
ADMINISTRATIVE OFFICE OF THE COURTS
TRANSLATION BUREAU

<u>CASE NUMBER</u> 2019009902CC05,	
CASE STYLE	CONSOLIDATED REAL ESTATE INVESTMENTSvs.DAGOBERTO CRUZ et al
PARTIES	
TYPE OF DOCUMENT	

DISCLAIMER: All reasonable efforts have been made to preserve the syntax, grammar, and punctuation, or lack thereof, from the original document.

TRANSLATOR'S NOTE: N/A

[TRANSLATION OF DOCUMENT]
4/26/2019
CASE NUMBER 2019-9902-CC-05
Plaintiff(s)
Consolidated Real Estate
Investments, a Florida Partnership
d/b/a [U/I] Abner Mobile Home Park
To Defendant(s)
Dagoberto Cruz

2019009902CC05, CONSOLIDATED REAL ESTATE
INVESTMENTSvs.DAGOBERTO CRUZ et al
Motion
20190426152034625.pdf
Court (COC CA-CC) - Beatriz Blanco

TB
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Page 3 of 3

11117 NW 3rd Terrace

Motion to determine how much we can pay for we are not in agreement, when we never complained about:

- 1- Street flooding when it rains.
- 2- Raccoons or rats in the backyard.
- 3- Or being left with the trash when it's not collected on time.

[Illegible signature]

END OF TRANSLATION

I, Tatiana Brooke, am qualified and competent to translate from Spanish into English, and hereby certify that the foregoing is a true and accurate translation into English of the material provided, to the best of my ability.

/s Tatiana Brooke

Tatiana Brooke

Official Court Interpreter/Translator

Court Interpreter Certification Board

13-00269 SPA

Date: 4/30/2019

File Type: Document

2019009902CC05, CONSOLIDATED REAL ESTATE
INVESTMENTSvs.DAGOBERTO CRUZ et al
Motion

20190426152034625.pdf
Court (COC CA-CC) - Beatriz Blanco

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Page 3 of 3

